

SHELBYVILLE – BEDFORD PARTNERSHIP

2021 Governor's Investment in Technical Education (GIVE 2.0)

Community Health Care Alliance

Shelbyville-Bedford Partnership – Lead Entity

Tennessee College of Applied Technology Shelbyville – Fiscal Entity

IN PARTNERSHIP WITH:

1. Shelbyville – Bedford Partnership
2. Tennessee College of Applied Technology Shelbyville
3. Bedford County Board of Education
4. Vanderbilt Bedford Hospital, Community Clinic of Shelbyville and Bedford County

Mrs. Kelly North, Project Director

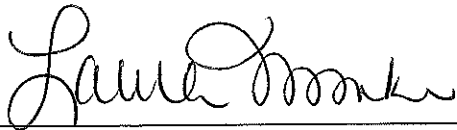
100 Public Square West, Shelbyville, TN 37160

931-735-6925

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Funding Request:

\$ 260,641



President of Higher Education Institution
(Fiscal Agent)



Project Director (Lead Entity)

Abstract/Project Summary

The *Community Health Alliance* project is designed to support the growing need and solid industry demand for healthcare professionals in Bedford County and the southern Middle Tennessee region. The Tennessee of Applied Technology (TCAT) Shelbyville seeks funding to support the enhancement and expansion of the Health Science program at Community High School in Bedford County. This expansion will enhance the alignment to the TCAT Shelbyville Practical Nursing program effectively creating a pathway for seamless transition to postsecondary. In collaboration with local education agencies, industry partners, and the local agency for economic and workforce development, TCAT Shelbyville will utilize GIVE Act grant funds **to enhance and expand** the equipment on its postsecondary campuses and at local high schools, **to develop and implement** summer externships for middle and/or high school teachers and administrators, and **to assist with providing structured work-based learning experiences** at local businesses and industries. This funding will strengthen the pipeline of trained employees beginning in high school as a dual enrolled Practical Nursing student earning early college credit. This pipeline will continue to TCAT Shelbyville's Practical Nursing program to earn a diploma and other postsecondary credentials, and possibly on to earn an Associate's degree from Motlow State Community College.

Proposal | Community Health Alliance

Section 1 | Demonstration of Need

The Tennessee College of Applied Technology (TCAT) Shelbyville and partners propose the development of the *Community Health Alliance* program at Community High School in Bedford County, to ensure increased early postsecondary opportunities, a strong alignment to the postsecondary and industry needs, and ultimately, a robust future healthcare workforce in the Southern Middle Tennessee region. The purpose of the *Community Health Alliance* is to provide opportunities and resources to students considering a career in a number of health care areas including Practical Nursing, Medical Assisting, Dental Assisting, and Physical Therapy Assisting. Community High School is located in a rural area of Bedford County and approximately 14 miles from the closest health care agency. The health occupations program of study is offered at Community High School but only able to serve 75 students with 25 not served because of capacity restraints in the program. An additional fully equipped medical simulation lab would allow the school to add 25 students to the program, increase interest in the health occupations program of study, and assure 20 students complete the pre-requisite classes required for the TCAT Shelbyville Practical Nursing program.

The Southern Middle Tennessee Region has an obvious need for health service professionals as evidenced in the 2021 THEC Labor Supply and Demand report and the LEAP 2020 In-Demand Occupation Report.

THEC Labor and Supply Report (2021) Top 25 High-Demand Occupations by Projected Growth	2020 LEAP In-Demand Healthcare Occupations For Southern Middle Region
SOC CODE 31-8092 Medical Assistants	Physical Therapy Assistants – In-Demand
Statewide in 2019 – 15280	Dental Assistants – In-Demand
Expected to grow – 2.48%	
Median Earnings - \$32.292	

Southern Middle Region in 2019 – 490 Expected to grow – 2.86% Annual Openings – 100 Median Earnings - \$31,903	Medical Assistants – In Demand
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A search of Jobs4TN on September 13, 2021, found a need for 22 Licensed Practical Nurses:

Employer

- ☐ Select All
- ☐ (4) LHC Group Inc
- ☐ (3) Adoration Home Health and Hospice
- ☐ (3) BrightSpring Health Services
- ☐ (3) Viviant Healthcare of Shelbyville
- ☐ (2) The Waters of Shelbyville
- ☐ (2) Vanderbilt University Medical Center
- ☐ (1) Five Points Healthcare
- ☐ (1) Lincoln Health System
- ☐ (1) Southern Health Partners

This need will only increase in the future as the current workforce progresses towards retirement.

The Tennessee College of Applied Technology Shelbyville is responsible for supporting the workforce development needs in Bedford, Coffee, Franklin, Lincoln, Marshall, and Moore counties. Per the Tennessee Economic and Community Development County Profile Tool, there are 864 healthcare facilities in the Southern Middle Tennessee Region employing 13,876 of the region's 141,790 workers. For Bedford County, 1,212 individuals are employed in the Healthcare and Social Assistance sector at 113 different establishments with an average annual wage of \$37,037. As evidenced by the 2021 THEC Labor Supply and Demand report and the 2020 LEAP In-Demand Occupations, the healthcare industry in the Southern Middle Tennessee

region has a critical need for medical and dental assistants. There are 490 annual projected job openings for medical assistants with a 2.86% projected annual growth rate and annual median salary of \$32,292 in the Southern Middle Tennessee region. In addition, there are 160 annual projected job openings for dental assistants with a 2.07% projected annual growth rate and an annual median salary of \$38,122.

According to the Tennessee Pathways initiative, all secondary students should be provided the knowledge and skills to seamlessly transition to postsecondary and high-quality careers.

The goal of Tennessee's Drive to 55 initiatives is to equip more Tennesseans with a college degree or certificate. This proposal aligns with Tennessee's Drive to 55 goals by providing a seamless transition between the secondary Health Sciences program at Community High School and the Practical Nursing program at TCAT Shelbyville assuring the student has the ability to complete a college degree or certificate. Through an articulation agreement with Motlow State Community College, the student may also continue after graduation from TCAT Shelbyville's Practical Nursing program to the Registered Nursing program at Motlow State Community College to earn an A.A.S. in Nursing. As noted in the following table from the THEC 2020 Fact Book, the college-going rate in Bedford County has decreased to 47.0% from a high of 56% in 2018. Adding the Community Health Alliance at Community High School will support a needed increase in the college going rate in Bedford County as well as to employment in the healthcare industry in the Southern Middle Tennessee region.

	2016	2017	2018	2019	2020
BC College Going Rate	49.7%	54.0%	56.0%	28.5%	47.0%

- THEC 2020 Fact Book (https://www.tn.gov/content/dam/tn/thec/bureau/research/other-research/factbook/Fact%20Book%202020-2021_Full%20Draft_Suppressed.pdf)

This proposal provides several avenues for early post-secondary achievement through dual credit, dual enrollment, and increasing the number of Tennesseans with a post-secondary credential. Through the proposed early post-secondary opportunities, high school students will be able to complete two required pre-requisite courses towards TCAT Shelbyville's Practical Nursing program. This proposal aligns with Drive to 55 goals of higher educational attainment through early preparation and alignment of secondary and post curriculum to include the advanced skill development desired by industry. In addition, students from Community High School are eligible for funds from the Tennessee Student Assistance Corporation's dual enrollment grant to fund tuition for these dual enrollment opportunities. Through the institutional dual enrollment MOU, the pre-requisite courses will count for high school credit

Required TCAT Shelbyville Practical Nursing Pre-Req	Community High School Credit	TCAT Shelbyville Credit
Math for Meds	Counts as a Senior Math	Counts as Pre-Req
Anatomy and Physiology	Counts as a CTE Elective	Counts as a Pre-Req

Section 2 | Project Plan

The *Community Health Care Alliance* will be the result of carefully planned partnerships between the health care and education communities to provide opportunities for students to experience firsthand the culture, environment, expectations, and opportunities available in the health care industry sector. The *Community Health Care Alliance* will directly

connect students committed to the health care field to industry partners and early post-secondary opportunities. These experiences will foster relationships between students and local industry partners, while encouraging students to invest in their community after their graduation from post-secondary. This project will support Community High School's emerging Health Science program with state-of-the-art instructional tools to prepare students for transition to TCAT-Shelbyville where articulation agreements are in place with ETSU for LPN to BSN and Motlow for LPN to RN. Community High School is comprised of 571 students in grade 9 – 12, composed of 78% white, 16% Hispanic/Latino, 2% Black, and 4% multi-racial students. Of the student population, 21.54% are economically disadvantaged. In the fall of 2019, planning and development of a Health Sciences program addition at Community High School took place. The program officially launched in the 2020-21 school year. Initial enrollment was 12 students. Through quality recruitment and marketing, the program has grown to serve 52 students in year two. Strategic marketing is planned to encourage more male students of all races to enter the program. As the program continues to grow, students need a lab space where they can put theoretical learning to practical learning. As a result of the pandemic, getting student into WBL experiences, internships, and job shadowing experiences has proven difficult. For students to apply their learning, a simulated lab space is needed. Pandemic restrictions continue to limit students' opportunity to enter the healthcare sector and have valuable, life-like experiences. An innovative Allied Health lab will eliminate barriers students currently face to explore career options in the healthcare industry.

The project timeline will follow the schedule below after the award announcement in December 2021 with the goal of affording students the opportunity to be trained using innovative technology, not currently available at the secondary level beginning in the Fall of 2022. Students

will dual-enroll with TCAT-Shelbyville while working directly with industry partners to develop field-specific knowledge and skills. This project will supply students with innovative and emerging technology and equipment to prepare them for a future in the healthcare industry.

December 2021

1. Meet with Collaborative, TCAT Shelbyville General Advisory committee, and TCAT Shelbyville Practical Nursing committee to review grant award, expectations, and goals.
2. Meet with Community High School building project architect and design team to finalize plans for the Allied Health Lab at Community High School.

January 2022

1. Contact Pocket Nurse to order and coordinate installation plan for equipment at Community High School's new Allied Health Lab.
2. Per DOE Career Cluster Health Services equipment list, order equipment that can be implemented immediately by instructor.
3. Develop dual enrollment marketing materials with a special focus on underrepresented CTE (Career and Technical Education) populations.
4. Hold governance meeting and provide timeline/progress report.

February 2022

1. Order textbooks for foundational instructional resources
2. Begin dual enrollment recruitment for Fall 2022 through information sessions at Community High School.

March 2022

1. Visit middle and high schools to provide Summer Externship Information to teachers and administrators. Provide application and set deadline to apply.

April 2022

1. Summer Externship participants are chosen
2. Industry tours take place.

May 2022

1. Hold governance meeting and provide progress report
2. Train Community High School Health Science Teacher to be an adjunct professor for dual enrollment

June 2022

1. Host a one-week externship program for middle and/or high school teachers and administrators.
2. Install new equipment in the newly constructed Allied Health Lab
3. Provide instructor training on all software and equipment

July 2022

1. Summer Externship participants present on externship and provide ways they can embed what is learned into lesson plans.
2. Summer Externship industry partners provide feedback to TCAT Shelbyville and Collaborative.

August 2022

1. Dual enrolled students enroll in Fall 2022 Practical Nursing program and complete TSAC dual enrollment grant application with an expectation of **40** dual enrolled students.
2. Hold governance meeting and provide progress report.

September 2022-April 2024

Beyond the first year, the collaboration will continue to measure value added to the Practical Nursing and Health Sciences program at the Shelbyville campus and the dual enrollment program with Bedford County Schools, the success of the summer middle and/or high school externship program, and the success of the work-based learning/experiential learning experiences through the following measurable objectives.

1. Monitor the number of national certifications, certificates, and diplomas earned in the high school program and full-time program.

2. Implement a comprehensive marketing plan to ensure full enrollment in each dual enrollment program and full-time program with the goal of **20** students at Community High School.
3. Market summer externship to each middle and high school in Bedford County.
4. Seek additional industry partners to support the industry visits, work-based learning and co-op experiences, and summer externship program.

Drive to 55

The establishment of an Allied Health Lab at Community High School will offer as close to real life experiences as possible while in the safety of a controlled environment. This program will feed students into TCAT Shelbyville's Practical Nursing program where students will earn their LPN. Through articulation agreements between Motlow and TCAT and ETSU and TCAT, students may continue their pursuit of a degree in nursing, culminating in an RN or B.S.N., thus supporting the Governor's initiative.

Recruitment of Underrepresented Students

Recruitment of students from underrepresented populations into the Health Science program at Community High School will include marketing brochures in both English and Spanish to ensure every student and family has access to information about the program. Additionally, male students will be recruited into the program by bringing in speakers from the field who are male to discuss the importance of the health care industry.

Project Governance

The project governance and accountability will be the responsibility of the Tennessee College of Applied Technology (TCAT) Shelbyville. The project director will be Dr. Laura Monks, the President of the institution and the co-director will be Michael Klouser, Vice President of the Institution. The steering project will be composed of Kelly North-Shelbyville-Bedford

Partnership, Lori Sexton-CTE Director of Bedford County Schools, Frieda Lusk-Community Clinic Director, Natalie Austin-Coordinator of Finance at TCAT Shelbyville, Kaycee Martin-Community High School Instructor. The project steering committee is responsible for maintaining oversight. TCAT Shelbyville will present to the committee a quarterly budget report, enrollment data, completion rate, number of hours of training, the number of national certifications awarded, a summary of the evaluations conducted at the conclusion of each summer externship program and industry tour, and graduation and placement rate of students enrolled in the Practical Nursing program.

Work-Based Learning (WBL) Program

The creation of the allied health lab at Community High School will allow students direct opportunity to explore and develop their understanding of the healthcare industry. The lab will simulate innovative medical treatment facilities to afford students the experience of hands-on learning without leaving the classroom. Learning advanced medical skills at the secondary level will mitigate the transition time into the Practical Nursing program at TCAT Shelbyville. Utilization of this lab will better prepare students for work-based learning practicum. The work-based learning program coordinated by Community High School will follow the structure outlined by the Tennessee Department of Education. The work-based learning coordinator will coordinate work-based learning activities with industry partners. This experience will be for high school credit, per the Tennessee Department of Education guidelines. As evidenced by the commitment of industry partners, this work-based learning program will meet local labor market needs by exposing students to the industry and acquainting them with appropriate, in demand skills. Medical industry partners have been gracious in allowing students to enter facilities to complete their WBL experience. As the pandemic continues, medical facilities may have to

tighten their restrictions on who is allowed to safely enter their facilities. If students are no longer granted access to facilities belonging to our industry partners, students will complete their learning experience using virtual clinical programming. Swift River provides students with a wide range of experiences to suit their area of interest, thus further enhancing their WBL experience.

Work Ethic Distinction

Through successful WBL experiences, students will be meeting standards of the Work Ethic Distinction Program sponsored by the Bedford-Shelbyville Partnership. Students will earn points in the following areas to earn the work ethic distinction recognition: attendance, discipline, timeliness, GPA, ACT, completion of CTE coursework, dual credit enrollment, industry certifications, WBL, TN Promise, post-secondary and community service standards. Successful earning of 20 points out of a possible 40 will earn students Work Ethic Distinction and grant them an interview with partnering employers.

Proposed Equipment

Currently students at Community High School have limited access to equipment used in the medical field. Their classroom is dual purpose for lab and academic space. Through grant funds and a new building project, an Allied Health lab will be created. Innovative equipment is needed to augment students' learning experiences. Students will have access simulated medical facilities used in the medical field today to provide a real to life experience for students.

Qty.	Item and Item Description
2	SimCabRx™ Standard Nursing- automated dispensation cabinets designed exclusively for educating nursing students. SimCabRx™ Nursing promotes an authentic medication dispensation process within the simulated environment. SimCabRx™ is designed specifically to allow practice of high-risk medication administration actions that are typically restricted in the real clinical environment.

3	HillRom Bed Package with Advanta Bed -this is a six-function bed has a chair position, Trendelenburg settings, head up and down, and bed up and down features. This will replicate a patient room for student practice.
3	Datascope Passport II Patient Monitor -Contributes to the creation of the realistic patient room environment.
3	Sapphire Headwall Package – Functional- simulates oxygen, air, and suction with one source of air by connecting to an external air compressor.
3	Deluxe IV Pole with 2-Hook Hanger - Contributes to the creation of the realistic patient room environment. (3) Alaris Medley 8015 Infusion Pump-provides a common user interface for programming infusion and monitoring modules, and houses the Guardrails® Suite MX educational training software.
3	Alaris Medley Pump and (1) IV Pump Module -provides a common user interface for programming infusion and monitoring modules, and houses the Guardrails® Suite MX educational training software.
2	LIFELINE Emergency Crash Cart -specifically designed for Code Response. Install in any simlab setting to teach emergency response.
2	Demo Dose® Med Kit- Demo Dose® Med Kit includes the simulated versions of core medications needed to educate paramedics. Practicing with this realistic Demo Dose Med Kit is intended to reduce medication errors and improve medication administration. This kit is an easy way to organize and administer simulated medications, resulting in fast turnaround times. These Demo Dose Kit medications have the same administration system used in the field and provide realism value for your educational solutions.
2	Demo Dose® medDispense® Medication Dispensing System
2	KbPort™ SimCartRX Standard - enables educators to more effectively simulate medication administration workflows, while promoting patient safety and best practices. As an integrated solution, SimCartRx™ allows students to access patient records and replicate medication administration at the bedside.
3	Step-On Waste Can
3	U-Bend Track, 8-ft. Ceiling-privacy curtain system to emulate a real hospital room
3	Bed Linen Package
3	Bedspread Ribcord
3	Bathing Package
3	VitaScan LT Bladder Scanner with Antimicrobial Tablet
3	LifePak 20 Defibrillator with Interactive ECG Simulator -skillfully combines an AED function for the infrequent, BLS-trained responder with manual capability so that ALS-trained clinicians can quickly and easily deliver advanced diagnostic and therapeutic care.

Section 3 – Strength of Partnership

This project seeks to strengthen and grow the collaborative partnerships assuring industry and educational participants in TCAT Shelbyville’s service area are committed to expanding opportunities for students and improving the pipeline to industry by enhancing the Health Sciences program at the secondary level. The local collaborative partnership consists of the Tennessee College of Applied Technology Shelbyville, Bedford County Schools, the local economic/workforce development agency, and industry partners.

The Tennessee College of Applied Technology Shelbyville will serve as the lead entity and fiscal agent for this project. TCAT Shelbyville has a fifty-five-year history in successfully meeting the education and training needs of both residents and industry in the Southern Middle Tennessee region. TCAT Shelbyville prides itself in aligning its program offerings to the needs of industry and in placing its students in high-demand careers. The administration of TCAT Shelbyville will work diligently in maintaining the required partnerships and in meeting the needs of the program in a timely and structured manner.

The local school system participating in the collaborative includes Bedford County Schools, which has an active Career and Technical Education (CTE) program. The CTE Director representing Bedford County Schools will be Mrs. Lori Sexton. TCAT Shelbyville has implemented early postsecondary opportunities at this school system and is dedicated to providing increased dual enrollment programs with the funds through this grant.

The local economic/workforce development agency participating in the collaborative is The Shelbyville-Bedford Partnership. The Shelbyville-Bedford Partnership is the lead entity for economic and community development in Shelbyville and Bedford County and will be represented by Mrs. Kelly North, Director of Existing Business/Workforce Development. The

Shelbyville-Bedford Partnership will assist the collaborative in aligning education and industry goals, introducing new partners, and attending quarterly governance and accountability meetings. The Shelbyville-Bedford Partnership has built solid relationships with area healthcare facilities, including Vanderbilt Bedford Hospital, Community Clinic of Shelbyville and Bedford County, and Celebration Way Assisted Living. These industry partners will serve on the advisory committees, host work-based learning and co-op students, and industry tours. Representing this industry partners in the local collaborative are Whitney Collier, Vanderbilt Bedford Hospital, Frieda Lusk, Community Clinic of Shelbyville and Bedford County, and Cassie Davis of Celebration Way Assisted Living.

Section 4 – Budget Plan

To help address the needs stated under Section 1, Demonstration of Need, this proposal requests funding:

Funding Request	Demonstration of Need
\$231,391	<p>To enhance and expand the equipment at Community High School in Bedford County to seamlessly align with postsecondary curriculum and better meet the desired skills and abilities of local healthcare agencies.</p> <p>Funding will be used to create a medical simulation lab. This will increase the knowledge, skills, and abilities of approximately 75 secondary students at the Community High School per year. The Health Science Instructor from Community High School will also receive access to training on all equipment, tools, simulators, and industry certification management software as provided as part of the equipment and online access contracts.</p>

\$7,500	Virtual lab simulation experiences using Swift River online access @ \$50 per 75 students per year.
\$9,000	To develop and implement summer externships for Community High School teachers and administrators. During the summers of 2022 and 2023, a one-week (30 hour) paid summer externship will be provided to (5) five high school teachers and/or administrators from Community High School. The opportunity will be coordinated by TCAT Shelbyville and its grant partners. Each participant will be paid \$25 per hour plus benefits.
\$750	To provide tours of local healthcare, grant funds will be utilized to pay for travel, by county school bus, for three facility tours per term for two terms for students enrolled and instructors of the Health Sciences program of study at Community High School. Funding will be used to pay bus drivers.
\$12,000	Administrative Fee for the Fiscal Entity, grant funds will be used to fund the time spent to order, inventory, install, and maintain equipment as well as coordinate requirements of the grant including reporting and paying of externship participants.
\$260,641	Grand Total

Section 5 | Sustainability

The long-term sustainability of this program is a high priority. Initial program sustainability has been addressed in this proposal and will continue through the duration of the grant cycle. At the conclusion of the 30-month funding period, the local collaborative will build

on its' work to ensure a viable healthcare talent pipeline in the Southern Middle Tennessee region. Initial program sustainability will be achieved in the following ways:

- Industry partners will continue to serve on institutional and programmatic advisory committees for each of the educational partners.
- Industry partners and the local economic/workforce development agency will work with educational partners to align curriculum to the needs of healthcare industry sector.
- Industry partners will continue to host experiential learning by means of co-ops, externships, industry tours, and work-based learning experiences.
- Further develop relationships with industry partners in the healthcare sector to expand on work-based learning opportunities, including organizations such as Celebration Way Senior Living and Fast Pace Medical Center.

The proposed development of the Community Health Alliance program can have a significant positive impact on the Southern Middle Tennessee region's workforce through additional strategies for sustainability, such as: data evaluation to determine future scale/scope, identifying future resources needed to sustain the project, and strengthening partnerships and collaboration.

Section 6. Economic Status Acknowledgement

For the purposes of this grant application, Bedford County does not have the designation of a distressed or at-risk.



Memorandum of Understanding

TCAT Shelbyville

&

**Bedford
County Schools**



2021-22

**Dual Enrollment
Agreement Packet
And
Policy Material**

**Dual Enrollment Agreement
Between
TCAT Shelbyville
and
Board of Education/High School/School System
For FY 2021-22 Academic Year**

This Agreement, by and between **TCAT Shelbyville**, hereinafter referred to as the "Institution or College" and **Bedford County Schools**, hereinafter referred to as the "Board of Education/High School/School System" is for the purpose of providing eligible high school students the opportunity to earn both college and high school graduation credits simultaneously upon successful completion of qualified course(s), as further defined in the "SCOPE OF SERVICES."

OVERVIEW

In accordance with the guidelines set forth by the Tennessee Board of Regents (TBR), the Tennessee Higher Education Commission (THEC), and the procedures established by College, we, the Institution, do hereby enter into this Agreement to provide eligible high school students the opportunity to earn both TCAT (clock hours) and high school graduation credits simultaneously upon successful completion of qualified course(s). Such agreement is in accordance with Tennessee Board of Regents Policy 2:03:00:00.

Qualified programs/courses are those listed in the current College catalog which use the program/course syllabus, including outcomes and requirements, and text and materials approved by the respective College. Some courses are only eligible at college location only. See Appendix A – Dual Enrollment Certificate Options for program offerings at the college.

Eligible students must be enrolled as 11th or 12th grade students in a Tennessee public or nonpublic secondary school, or in a home education program.

Students may enroll in a specific program/course based on space available and the program/course's specific placement requirements as determined by the College. Enrollment must be in dual enrollment course that lead to a certificate or diploma. Only those students who fill out all required paperwork will be considered. Space is limited in each program and allotment for dual enrollment students will be at the discretion of the college.

Students must submit the following to the college's Office of Student Services Admissions:

- A completed application for admission signed by the student;
- Required signatures from student and parent or legal guardian;
- Required signatures from school counselors or school administration.
- High school transcript as required with each student application

Students are required to schedule and attend a tour of the program and attend the college's orientation prior to acceptance in the program. Details available in student Dual Enrollment Application Packet.

High school students enrolled in the dual enrollment program must maintain a cumulative GPA or numeric grade of at least 2.75 or numeric grade of at least 80.5 in the College course(s) in order to register for subsequent College course(s). Exceptions must be submitted in writing to the College President or Vice President.

All costs associated with enrollment in College courses shall be the responsibility of the school, system, student, or his/her parent or legal guardian. Students may be eligible for the Tennessee Lottery

Dual Enrollment Grant and may complete an application online through the Tennessee Student Assistance Corporation (TSAC) within the appropriate time frame.

A. RESPONSIBILITIES OF THE PARTIES

A.1 The College:

- Is responsible for ensuring qualified faculty or adjunct faculty teach the course(s).
- Will provide a mandatory orientation session on the main campus for all adjunct faculty.
- Reserves the right to schedule an observation of the class by the President or Vice President at any time to ensure that College-level outcomes are met.
- Will conduct periodic performance reviews of all faculty, and reserves the right to refuse reappointment of any instructor who does not meet College standards of instruction.
- Upon certificate completion, will award College credit for each course successfully completed.
- Will adhere to the Board of Education/High School/School System standard operating procedures for the reservation and utilization of school equipment.
- Reserves its right to approve science and computer laboratories and equipment as appropriate and compatible for delivery of a course.
- Will make effort to coordinate course delivery with the needs of the high school.
- Maintains its right to cancel any class with enrollment insufficient to cover expenses.

A.2. The Board of Education/High School/School System designee shall:

- Award high school graduation credit(s) for each college course successfully completed.
- Provide appropriate classroom space and instructional equipment for classes offered on site.
- Pursuant to 0520-1-3-.06(4) (c) 1. of Tennessee Board of Education Rules, Regulations, and Minimum Standards for the Governance of Tennessee Public School (1994), retain the right to observe and supervise instruction, which is conducted in the high school during regular school hours.

A.3. College and the Board of Education/High School/School System shall:

- Each designate a duly responsible coordinator to provide oversight of details and distribute general program information and necessary forms to students.
- Jointly determine the course(s) to be offered, subject to College staffing and scheduling limitations. Start and end dates for terms will follow the Tennessee Board of Regents common calendar dates.
- Agree to follow the college academic calendar for all courses offered. Any exceptions must be approved by the college.
- Provide appropriate information to the student regarding the Dual Enrollment Lottery Grant.

B. AGREEMENT TERM:

B.1. Term. This Agreement shall be effective for the period commencing on **September 1, 2021** and ending on **August 31, 2022.**

B.2. Term Extension. The Institution reserves the right to extend this Agreement for an

additional period or periods of time representing increments of no more than one year and a total term of no more than five years, provided that the Institution notifies the Board of Education/High School/School System in writing, of its intention to do so at least 90 days prior to the Agreement expiration date. An extension of the term of this Agreement will be effected through an amendment to the Agreement. If any extension of the Agreement necessitates additional funding, the increase in the College's maximum liability will also be effected through an amendment to the Agreement.

C. FACULTY AND PROGRAM COSTS

C.1. Instructors for the dual enrollment classes shall be subject to the approval of both Parties and will adhere to College policies regarding academic standards and documentation of attendance and grades.

C. 2. In the event the instructor is provided and compensated by College, such compensation will be based upon applicable College policies as to College faculty. (This includes instructors from other higher education institutions on dual services agreements)

C. 3. Program Costs shall be allocated as delineated in Appendix B.

D. TERMS AND CONDITIONS:

D.1. Required Approvals. The Institution is not bound by this Agreement until it is approved by the appropriate officials in accordance with applicable Tennessee laws and regulations as shown on the signature page of this Agreement.

D.2. Modification and Amendment. This Agreement may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.

D.3. Performance. The Institution reserves the right to replace/request the Board of Education/High School/School System to replace any instructor for non-performance and/or violation of College policies and guidelines.

D.4. Termination. Either party may terminate this Agreement with or without cause for any reason. Either party shall provide the other at least ninety (90) days written notice before the effective termination date. Termination shall not be effective until the end of the academic year then in progress.

D.5. Nondiscrimination. The Board of Education/High School/School System hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Board of Education/High School/School System on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law. The Board of Education/High School/School System shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.6. State and Federal Compliance. The Board of Education/High School/School System shall comply with all applicable State and Federal laws and regulations, including without

limitation with the Family Educational Rights and Privacy Act (FERPA) and Institution policies and guidelines in the performance of this Contract. The Board of Education/High School/School System agrees that its officers, employees and agents will use personally identifiable information from an education record disclosed pursuant to this Agreement only for the purposes for which the disclosure was made and not for any other purpose. The personally identifiable information may not be disclosed or re-disclosed by either Party to any but the other Party without prior written consent of the student or as otherwise permitted by the Agreement.

- D.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
- D.8. Severability. If any terms or conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
- D.9. Communications and Contacts.

The Institution:

**Laura Monks, President
Tennessee College of Applied Technology
1405 Madison Street, Shelbyville, TN 37160
(931)685-5013
(931)685-5015**

The Board of Education/High School/School System:

**Tammy Garrett Superintendent
Bedford County Schools
500 Madison St, Shelbyville, TN 37160
931.684.3284**

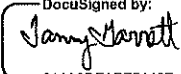
- D.10. Relationship of the Parties. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

- D.11. Liability. Institution is a public institution of higher education and a member of the State University and Community College System of Tennessee governed by the Tennessee Board of Regents. As a state entity, its liability arising from performance under this agreement shall be subject to and limited to those rights and remedies, if any, available under T. C. A. §§ 9-8-101 through 9-8-407. The Board of Education/High School/School System is a political subdivision of the state and, as, such its liability for injuries which may result from its performance under this agreement shall be subject to and limited to those rights and remedies, if any, available under the Tennessee Governmental Tort Liability Act, §§ T. C. A. 29-20-201, et seq. **(The last sentence should be deleted when the agreement is with a private school)**

Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from action or omissions of itself or those for whom it is legally responsible, relating to or arising under this Agreement.

IN WITNESS WHEREOF:

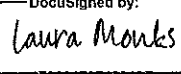
Bedford County Schools

DocuSigned by:

211A0DFA078142F

Tammy Garrett, Superintendent

Date 2021-03-13 | 5:46 PM CST

TCAT Shelbyville

DocuSigned by:

4F260173740940E

Laura Monks, President

Date 2021-03-11 | 7:56 AM PST

Tennessee Board of Regents:

Appendix A

Dual Enrollment Certificate Options TCAT Locations

Program	Certificate Name	TCAT* Location	Clock Hours
Administrative Office Technology	General Office Assistant	SHL	432
Automotive Technology	Brake and Chassis Technician	SHL	432
Computer Aided Design Technology	Assistant Drafter	SHL	432
Heating Ventilation Air Conditioning and Refrigeration	HVAC Mechanic Assistant	SHL	432
Industrial Electricity	Electrician Helper	SHL	432
Industrial Maintenance Automation	Production Machine Tender	SHL, FC, LCA, LWA	432
Information Technology and Infrastructure Management	Desktop Support Technician	MTEC, FC, LCA	432
Machine Tool Technology	Production Machine Tender	SHL, FC	432
Welding Technology	Shielded Metal Arc Welder	SHL, FC	432
Supplemental – Math for Meds	N/A	SHL, FC, LCA	40
Supplemental – Anatomy and Physiology	N/A	SHL, FC, LCA	80

Dual Enrollment Certificate Options High School Locations

Program	Certificate Name	High school Locations	Clock Hours
Administrative Office Technology	General Office Assistant		432
Automotive Technology	Brake and Chassis Technician		432
Computer Aided Design Technology	Assistant Drafter		432
Heating Ventilation Air Conditioning and Refrigeration	HVAC Mechanic Assistant		432
Industrial Electricity	Electrician Helper		432
Industrial Maintenance Automation	Production Machine Tender		432
Information Technology and Infrastructure Management	Desktop Support Technician		432
Machine Tool Technology	Production Machine Tender		432
Welding Technology	Shielded Metal Arc Welder		432
Supplemental – Math for Meds	N/A		40
Supplemental – Anatomy and Physiology	N/A		80

TCAT Locations:

SHL – TCAT Shelbyville, 1405 Madison St, Shelbyville TN 37160

FC – TCAT Shelbyville Franklin County Campus, 925 Dinah Shore Blvd., Winchester TN 37398

LCA – TCAT Shelbyville Lincoln Central Academy, 909 Main Ave S, Fayetteville TN 37334

LWA – TCAT Shelbyville Lewisburg, 218 W. Commerce St., Lewisburg TN 37091

MTEC – TCAT Shelbyville, 200 Dover St, Suite J, Shelbyville TN 37160

High School Locations:

Forrest High School – 310 N Horton Pkwy, Chapel Hill TN 37034

Cornerville High School – 323 S. Main St, Cornersville TN 37047

Spot-Lowe Voc CTR – 1771 Jason Maxwell Blvd, Lewisburg TN 37091

LCA – Lincoln Central Academy, 909 Main Ave S., Fayetteville TN 37334

LCCHS – Lincoln Central High School, 909 Main Ave S., Fayetteville TN 37334

Appendix B Supplemental to MOU Agreement

MOU agreements Types are based on the following table.

Type 1 – Classes at accredited TCAT sites. Instructor employed by TCAT, grants awarded to TCAT, schedule 3 hour block 5 days/week. High school/District responsible for costs.

Type 2 – Classes at non-accredited site, instructor employed by District, stipend eligible, and grants are split between TCAT and District, High school/District responsible for costs.

MOU		
Item	Type I	Type II
Location	TCAT	HS
Instructor Responsibility (TCAT/HS)	100/0	0/100
Stipend Eligible	No	Yes
Program Cost (TCAT/HS)	100/0	0/100
DE Eligible Students	JR SR	JR SR
Post-Secondary Credit Eligible	Yes	Yes
Schedule (Hrs/Wk)	10 or 15	7.5
Term Commitment	1 year	2 years
Certificate Level Equivalent	1 Trimester	1 Trimester
Dual Enrollment Grant (TCAT/HS)	100/0	50/50
High Needs Dual Enrollment Grant (TCAT/HS)	100/0	50/50
Instructional Cost Responsibility (TCAT/HS)	0/MOU	0/HS
Tuition Fee (TCAT/HS)	0/100	0/100
Certificate Award Upon Completion	Yes	Yes
Preferred Waitlist Status	Yes	Yes

Definitions:

Location – Place where DE students attend class.

Instructor Cost – Payroll system responsible to pay faculty

Stipend Eligible – Non TCAT Shelbyville contracted faculty are eligible to receive stipend from TCAT. Contracted terms and conditions must be stated in MOU. Stipend is paid to high school faculty as additional pay based on enrollment. Stipend is **250.00/DE student**, up to the maximum institution cost defined in MOU under paragraph C.3.

Program Cost – All cost to run the program. Includes material, supplies, equipment, utilities etc.

DE Eligible Students – Grade level students authorized for DE consideration. **NOTE:** Type III agreements are not eligible for dual enrollment benefits and are listed for reference only. TCAT Shelbyville offers no warranties, guarantees or exceptions to Type III students. Type II stipends will be reduced as a percentage formula based on Type II and Type III enrollment **(Type II)/(Type II+Type III)**

Post-Secondary Credit Eligible – Grade level eligible students who may receive TCAT-Shelbyville credit. Eligibility dependent on successful completion of all program requirements.

Schedule (hrs/wk) – Predefined required hours per week based on total hours necessary for certificate completion.

Term Commitment – Predefined number of terms necessary to complete a level 1 program certificate

Certificate Level Equivalent –TCAT Shelbyville certificate level after completing all requirements. Students completing all competencies and requirements are eligible to receive 1st trimester certificates awarded in program.

Dual Enrollment Grant – Percentage share allocated to each party

High Needs Dual Enrollment Grant – Percentage share allocated to each party

Operating Cost – Cost of operations. Note: TCAT program cost will be billed to high school in accordance to the following table. For example, a student attends 2 hours a day during fall trimester which is 72 days: (2X72=144 hrs). From the table the school is responsible for \$446.00. Students attending TCAT Shelbyville for 3 hours a day will cost \$763.00/semester. Costs include Maintenance Fee, Student Access Fee, and Technology Access Fee.

Trimester Hours	Maintenance Fee	Student Access Fee	Technology Access Fee	Trimester Total
1-40	\$192	\$10	\$45	\$247
41-80	\$259	\$10	\$45	\$314
81-135	\$391	\$10	\$45	\$446
136-217	\$680	\$10	\$73	\$763
218-340	\$1098	\$10	\$73	\$1181
341-432	\$1229	\$10	\$73	\$1312

Registration Fee – Based on current school policy unless delineated in MOU.

Certificate Award Upon Completion - Students finish in good standing and complete coursework equivalent to first trimester certificate are listed as continuation student status at TCAT Shelbyville in designated program. Limited to space available.

Preferred Waitlist Status - Students completing all required coursework, who meet all program requirements, and successfully qualify for stated industry certification can qualify for preferred waitlist. Preferred waitlist permits students to enter TCAT Shelbyville in trimester 2.

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Proposal: Section 2—Program Plan	Pages 7-14
Proposal: Section 3 —Strength of Partnership	Pages 15-16
Proposal: Section 4 – Budget Plan	Pages 16-17
Proposal: Section 5 - Sustainability	Pages 17-18
Proposal: Section 6 – Economic Status Acknowledgement	Page 18
Memorandum's of Understanding, Dual Enrollment Agreements, Quotes for Equipment	Appendix A
Program Budget	Appendix B

**Memorandum of Understanding
Between
Tennessee College of Applied Technology Shelbyville
and
Shelbyville-Bedford Partnership
for the
Governor's Investment in Vocational Education Grant 2.0**

This Agreement, by and between Tennessee College of Applied Technology Shelbyville hereinafter referred to as the "Institution or College" and **Shelbyville-Bedford Partnership**, hereinafter referred to as the "Workforce Board" is to establish an agreement between the above mentioned parties concerning their respective roles and responsibilities for implementation of a Governor's Investment in Vocational Education (GIVE) grant. This agreement is to establish and coordinate joint processes and procedures for the provision of the GIVE grant program for students, staff development, supervision, and program evaluation. The purpose of the MOU is for providing eligible high school students the opportunity to earn both college and high school graduation credits simultaneously upon successful completion of qualified course(s), provide opportunities for work-based learning experiences, provide teachers/administrator externships, and provide opportunities for attainment of nationally-recognized industry certifications as further defined in the "SCOPE OF SERVICES."

OVERVIEW

This agreement is intended to describe and detail how partners will contribute to the establishment and maintenance of the GIVE program, it is important that all partners to the MOU share a collective vision for the program and have a common understanding as to the scope and purpose of the program.

The description provided under this section will serve as a critical framework for the program as it makes decisions on the implementation of the GIVE grant project:

RESPONSIBILITIES OF THE PARTIES

The College:

- Serve as the fiscal and lead agent for the grant;
- Provide needed support including office space, telephone use, and computer use to carry out the administrative duties of the GIVE grant;
- Provide classroom space and other appropriate space to accommodate the GIVE program;
- Be responsible for purchasing necessary materials/supplies/equipment for designated components in accordance with the GIVE grant budget;
- Support staff in trainings and professional development opportunities in areas related to programming and issues;
- Complete paperwork related to any association with the program;
- Provide access to assessment and other available data for the purposes of program evaluation;
- Assist the program in developing, implementing, and making progress on its sustainability plan;
- Recruit and refer students to the GIVE program work;
- Participate on the Advisory Team

The Workforce Board shall:

- Offer students opportunities for work-based learning, job shadowing, and/or internships related to the GIVE grant project
- Offer faculty/administrators opportunities for externships related to the GIVE grant project
- Communicate and collaborate with all partners about rules, expectations, and norms
- Communicate and collaborate with school partners about curriculum and instruction
- Establish a collaborative relationship with partnering agencies
- Complete paperwork, as requested, related to and associated with the GIVE grant program
- Provide labor market data and trends to the lead agent
- Participate in the evaluation of the GIVE program at the local and state level
- Assist the program in developing, implementing, and progressing its sustainability plan
- Participate on the Advisory Team
- Participate in all Advisory Team meetings

AGREEMENT TERM:

Term. This Agreement shall be effective for the period commencing on November 1, 2021 and ending on April 30, 2023.

Term Extension. The Institution reserves the right to extend this Agreement for an additional period or periods of time representing increments of no more than one year and a total term of no more than five years, provided that the Institution notifies the Community Partner, in writing, of its intention to do so at least 90 days prior to the Agreement expiration date. An extension of the term of this Agreement will be effected through an amendment to the Agreement. If any extension of the Agreement necessitates additional funding, the increase in the College's maximum liability will also be effected through an amendment to the Agreement.

FUNDING

Funding. The lead and fiscal agent will utilize GIVE grant funding as outlined in the GIVE grant proposal.

TERMS AND CONDITIONS:

Required Approvals. The Institution is not bound by this Agreement until it is approved by the appropriate officials in accordance with applicable Tennessee laws and regulations as shown on the signature page of this Agreement.

Modification and Amendment. This Agreement may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.

Termination. Either party may terminate this Agreement with or without cause for any reason. Either party shall provide the other at least ninety (90) days written notice before the effective termination date. Termination shall not be effective until the end of the academic year then in progress.

Nondiscrimination. All parties hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Community Partner on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law. The Community Partner shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

State and Federal Compliance. All parties shall comply with all applicable State and Federal laws and regulations, including without limitation with the Family Educational Rights and Privacy Act (FERPA) and Institution policies and guidelines in the performance of this Contract. All parties agrees that its officers, employees and agents will use personally identifiable information from an education record disclosed pursuant to this Agreement only for the purposes for which the disclosure was made and not for any other purpose. The personally identifiable information may not be disclosed or re-disclosed by either Party to any but the other Party without prior written consent of the student or as otherwise permitted by the Agreement.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

Severability. If any terms or conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

Communications and Contacts.

The Institution:

Dr. Laura Monks, President
Tennessee College of Applied Technology
1405 Madison Street, Shelbyville, TN 37160
(931)685-5013
(931)685-5016

Shelbyville-Bedford Partnership
Kelly North, Director of Existing Business/Workforce Development
100 Public Square West, Suite 210
Shelbyville, TN 37160
931.735.6925

Relationship of the Parties. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

Liability. Institution is a public institution of higher education and a member of the State University and Community College System of Tennessee governed by the Tennessee Board of Regents. As a state entity, its liability arising from performance under this agreement shall be subject to and limited to those rights and remedies, if any, available under T. C. A. §§ 9-8-101 through 9-8-407.

Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from action or omissions of itself or those for whom it is legally responsible, relating to or arising under this Agreement.

IN WITNESS WHEREOF:

Shelbyville-Bedford Partnership

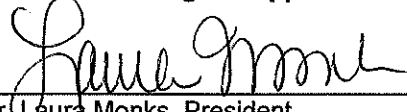


Kelly North, Dir. Existing Business/Workforce
Development

9/9/2021

Date

Tennessee College of Applied Technology Shelbyville:



Dr. Laura Monks, President

9/9/2021

Date

Tennessee Board of Regents:

Dr. Flora Tydings, Chancellor

Date

Memorandum of Understanding
Between
Tennessee College of Applied Technology Shelbyville
and
Bedford County Board of Education
for the
Governor's Investment in Vocational Education Grant 2.0

This Agreement, by and between Tennessee College of Applied Technology Shelbyville hereinafter referred to as the "Institution or College" and Bedford County Board of Education, hereinafter referred to as the "Board of Education" is to establish an agreement between the above mentioned parties concerning their respective roles and responsibilities for implementation of a Governor's Investment in Vocational Education (GIVE) grant. This agreement is to establish and coordinate joint processes and procedures for the provision of the GIVE grant program for students, staff development, supervision, and program evaluation. The purpose of the MOU is for providing eligible high school students the opportunity to earn both college and high school graduation credits simultaneously upon successful completion of qualified course(s), provide opportunities for work-based learning experiences, provide teachers/administrator externships, and provide opportunities for attainment of nationally-recognized industry certifications as further defined in the "SCOPE OF SERVICES."

OVERVIEW

In accordance with the guidelines set forth by the Tennessee Board of Regents (TBR), the Tennessee Higher Education Commission (THEC), and the procedures established by Tennessee College of Applied Technology Shelbyville, we, the Institution, do hereby enter into this Agreement to provide eligible high school students the opportunity to earn both TCAT (clock hours) and high school graduation credits simultaneously upon successful completion of qualified course(s). Such agreement is in accordance with Tennessee Board of Regents Policy 2:03:00:00.

Qualified programs/courses are those listed in the current Tennessee College of Applied Technology Shelbyville catalog which use the program/course syllabus, including outcomes and requirements, and text and materials approved by the respective College.

Eligible students must be enrolled as 11th or 12th grade students in a Tennessee public or nonpublic secondary school, or in a home education program.

Students may enroll in a specific program/course based on the program/course's specific placement requirements as determined by the College. Enrollment must be in dual enrollment course that lead to a certificate or diploma.

Students must submit to the Student Services Office at the Tennessee College of Applied Technology Shelbyville:

- A completed application for admission signed by the student;
- Required signatures from student and parent or legal guardian.
- An official high school transcript.
- A recommendation from the student's high school counselor, principal, or CTE Director.

High school students enrolled in the dual enrollment program must maintain a cumulative GPA of 2.75 or numeric grade of at least 80.5 in the College course(s) in order to register for subsequent College course(s). Exceptions must be submitted in writing to the College Student Services Coordinator, Vice President, or President.

All costs associated with enrollment in college courses shall be the responsibility of the school, student, or his/her parent or legal guardian.

Students may be eligible for the Tennessee Lottery Dual Enrollment Grant and may complete an application online through the Tennessee Student Assistance Corporation (TSAC) within the appropriate time frame.

Since the MOU is intended to describe and detail how partners will contribute to the establishment and maintenance of the GIVE program, it is important that all partners to the MOU share a collective vision for the program and have a common understanding as to the scope and purpose of the program. The description provided under this section will serve as a critical framework for the program as it makes decisions on the implementation of the GIVE grant project.

RESPONSIBILITIES OF THE PARTIES

A.1 The College:

- Utilize GIVE grant funds to secure equipment and installation at each site and ensure that equipment is up-to-date to industry standards, as outlined in the GIVE grant proposal;
- Utilize GIVE grant funds to provide a learning resources as outlined in the GIVE grant proposal;
- Utilize GIVE grant funds to provide teachers/administrator externship experiences for two summers for up to four participants;
- Participate in GIVE grant advisory committee meetings, providing implementation status and ongoing updates surrounding the program and budget expenditures.
- Is responsible for ensuring qualified faculty or adjunct faculty teach the course(s).
- Will participate in secondary outreach efforts in order to promote and provide information on the program to students, parents, industry partners, and the community.
- Will assist the school district in facilitating work-based learning experiences for students.
- Will assist with industry outreach for the purpose of engaging new program partners;
- Will provide a mandatory orientation session on the main campus for all adjunct faculty.
- Reserves the right to schedule an observation of the class by the President or Vice President at any time to ensure that College-level outcomes are met.
- Will conduct periodic performance reviews of all faculty, and reserves the right to refuse reappointment of any instructor who does not meet College standards of instruction.
- Will award College credit for each course successfully completed.
- Will adhere to the Board of Education standard operating procedures for the reservation and utilization of school equipment.
- Reserves its right to approve computer laboratories and equipment as appropriate and compatible for delivery of a course.
- Will make effort to coordinate course delivery with the needs of the high school.
- Maintains its right to cancel any class with enrollment insufficient to cover expenses.
- Serve as the fiscal agent for the grant;
- Provide needed support including office space, telephone use, and computer use to carry out the administrative duties of the GIVE grant;
- Be responsible for purchasing necessary materials/supplies/equipment for designated components in accordance with the GIVE grant budget;

A.2. The Board of Education designee shall:

- Award high school graduation credit(s) for each college course successfully completed.
- Provide appropriate classroom space and instructional equipment for classes offered on site.
- Provide utilities and custodial services for the training program.
- Will assist with the cost of consumable supplies and materials for the training program.
- Will provide access to a computer lab and internet access for classes held on the school system campus.
- Will share student data, specific to this program, including industry certification attainment.
- Will provide accident insurance coverage for students participating in work-based learning experiences.
- Lead work-based learning program facilitation.
- Participate in GIVE grant advisory committee meetings, providing implementation status and ongoing updates surrounding the program and budget expenditures.
- Will participate in outreach efforts in order to promote and provide information on the program to students, parents, industry partners, and the community.
- Pursuant to 0520-1-3-.06(4) (c) 1. of Tennessee Board of Education Rules, Regulations, and Minimum Standards for the Governance of Tennessee Public School (1994), retain the right to observe and supervise instruction, which is conducted in the high school during regular school hours.
- Classroom space and all other appropriate space to accommodate the GIVE program will be made available
- Recruit and refer students to the GIVE work-based learning program; we will have a goal of recruiting at least 10 students per year
- Communicate and collaborate with all partners
- Support the GIVE program in developing appropriate curricula and helping to establish clear linkages with industry demand
- Support the GIVE program by promoting career and technical education awareness in the middle schools
- Complete paperwork related to and associated with the program within a timely manner
- Assist the program in developing, implementing, and making progress on its sustainability plan
- Require enrolled students to complete an exit survey to determine the program's strengths and weaknesses in order to make progress towards sustainability of the program
- Provide access to assessment and other available data for the purposes of program evaluation
- Designate a duly responsible coordinator to provide oversight of details and distribute general program information and necessary forms to students
- Jointly determine the course(s) to be offered, subject to College staffing and scheduling limitations. Start and end dates for terms will follow the Tennessee Board of Regents common calendar dates.
- Agree to follow the college academic calendar for all courses offered. Any exceptions must be approved by the college.
- Provide appropriate information to the Students regarding Dual Enrollment Lottery Grant.
- Support staff in trainings and professional development opportunities in areas related to programming and issues;
- Complete paperwork related to any association with the program;
- Provide access to assessment and other available data for the purposes of program evaluation;
- Assist the program in developing, implementing, and making progress on its sustainability plan;
- Recruit and refer students to the GIVE program work;
- Participate on the Advisory Team

AGREEMENT TERM:

- B.1. Term. This Agreement shall be effective for the period commencing on November 1, 2021 and ending on April 30, 2023.
- B.2. Term Extension. The Institution reserves the right to extend this Agreement for an additional period or periods of time representing increments of no more than one year and a total term of no more than five years, provided that the Institution notifies the Board of Education, in writing, of its intention to do so at least 90 days prior to the Agreement expiration date. An extension of the term of this Agreement will be effected through an amendment to the Agreement. If any extension of the Agreement necessitates additional funding, the increase in the College's maximum liability will also be effected through an amendment to the Agreement.

B. FACULTY

- C.1. Instructors for the dual enrollment classes shall be subject to the approval of both Parties and will adhere to College policies regarding academic standards and documentation of attendance and grades.
- C. 2. In the event the instructor is provided and compensated by the College, such compensation will be based upon applicable College policies as to College faculty. (This includes instructors from other higher education institutions on dual services agreements)
- C. 3. In the event the instructor is provided and directly compensated by the Board of Education, such compensation will be based upon applicable Board of Education policies. The College shall reimburse the Board of Education School based upon the College's applicable policies as to adjunct faculty. In no event shall the maximum liability of the College for such reimbursement exceed \$5000.00. The maximum liability shall not be subject to escalation for any reason unless this Agreement is amended. If any extension of the Agreement necessitates additional funding, the increase in the College's maximum liability will also be effected through an amendment to the Agreement.

D. TERMS AND CONDITIONS:

Required Approvals. The Institution is not bound by this Agreement until it is approved by the appropriate officials in accordance with applicable Tennessee laws and regulations as shown on the signature page of this Agreement.

Modification and Amendment. This Agreement may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.

- 0.3. Performance. The Institution reserves the right to replace/request the Board of Education to replace any instructor for non-performance and/or violation of College policies and guidelines.

D.4. Termination. Either party may terminate this Agreement with or without cause for any reason. Either party shall provide the other at least ninety (90) days written notice before the effective termination date. Termination shall not be effective until the end of the academic year then in progress.

0.5. Nondiscrimination. The Board of Education/High School hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Board of Education/High School/School System on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law. The Board of Education/High School/School System shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

0.6. State and Federal Compliance. The Board of Education/High School/School System shall comply with all applicable State and Federal laws and regulations, including without limitation with the Family Educational Rights and Privacy Act (FERPA) and Institution policies and guidelines in the performance of this Contract. The Board of Education/High School/School System agrees that its officers, employees and agents will use personally identifiable information from an education record disclosed pursuant to this Agreement only for the purposes for which the disclosure was made and not for any other purpose. The personally identifiable information may not be disclosed or re-disclosed by either Party to any but the other Party without prior written consent of the student or as otherwise permitted by the Agreement.

0.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

D.8. Severability. If any terms or conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

D.9. Communications and Contacts.

The Institution:

Dr. Laura Monks, President

Tennessee College of Applied Technology 1405

Madison Street, Shelbyville, TN 37160

(931)685-5013

(931)685-5016

Bedford County Schools

Dr. Tammy Garrett, Director of Schools

500 Madison Street Shelbyville, TN 37160

931-684-3284

D.10. Relationship of the Parties. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

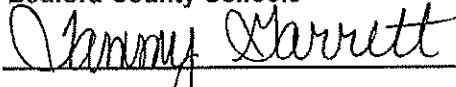
D.11. Liability. Institution is a public institution of higher education and a member of the State University and Community College System of Tennessee governed by the Tennessee

Board of Regents. As a state entity, its liability arising from performance under this agreement shall be subject to and limited to those rights and remedies, if any, available under T. C. A. §§ 9-8-101 through 9-8-407. The Board of Education/High School/School System is a political subdivision of the state and, as, such its liability for injuries which may result from its performance under this agreement shall be subject to and limited to those rights and remedies, if any, available under the Tennessee Governmental Tort Liability Act, §§ T. C. A. 29-20-201, et seq.

Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from action or omissions of itself or those for whom it is legally responsible, relating to or arising under this Agreement.

IN WITNESS WHEREOF:

Bedford County Schools



9/9/21

Dr. Tammy Garrett, Director of Schools

Date

TENNESSEE COLLEGE OF APPLIED TECHNOLOGY SHELBYVILLE



9/9/21

Dr. Laura Monks, President

Date

**Memorandum of Understanding
Between
Tennessee College of Applied Technology Shelbyville
and
Community Clinic of Shelbyville and Bedford County
for the
Governor's Investment in Vocational Education Grant 2.0**

This Agreement, by and between Tennessee College of Applied Technology Shelbyville hereinafter referred to as the "Institution or College" and **Community Clinic of Shelbyville and Bedford County**, hereinafter referred to as the "Industry Partner" is to establish an agreement between the above mentioned parties concerning their respective roles and responsibilities for implementation of a Governor's Investment in Vocational Education (GIVE) grant. This agreement is to establish and coordinate joint processes and procedures for the provision of the GIVE grant program for students, staff development, supervision, and program evaluation. The purpose of the MOU is for providing eligible high school students the opportunity to earn both college and high school graduation credits simultaneously upon successful completion of qualified course(s), provide opportunities for work-based learning experiences, provide teachers/administrator externships, and provide opportunities for attainment of nationally-recognized industry certifications as further defined in the "SCOPE OF SERVICES."

OVERVIEW

This agreement is intended to describe and detail how partners will contribute to the establishment and maintenance of the GIVE program, it is important that all partners to the MOU share a collective vision for the program and have a common understanding as to the scope and purpose of the program.

The description provided under this section will serve as a critical framework for the program as it makes decisions on the implementation of the GIVE grant project:

RESPONSIBILITIES OF THE PARTIES

The College:

- Serve as the fiscal and lead agent for the grant;
- Provide needed support including office space, telephone use, and computer use to carry out the administrative duties of the GIVE grant;
- Provide classroom space and other appropriate space to accommodate the GIVE program;
- Be responsible for purchasing necessary materials/supplies/equipment for designated components in accordance with the GIVE grant budget;
- Support staff in trainings and professional development opportunities in areas related to programming and issues;
- Complete paperwork related to any association with the program;
- Provide access to assessment and other available data for the purposes of program evaluation;
- Assist the program in developing, implementing, and making progress on its sustainability plan;
- Recruit and refer students to the GIVE program work;
- Participate on the Advisory Team

A.2. The Industry Partner shall:

- Offer students opportunities for work-based learning, job shadowing, and/or internships related to the GIVE grant project
- Offer faculty/administrators opportunities for externships related to the GIVE grant project
- Communicate and collaborate with all partners about rules, expectations, and norms
- Communicate and collaborate with school partners about curriculum and instruction
- Establish a collaborative relationship with partnering agencies
- Complete paperwork, as requested, related to and associated with the GIVE grant program
- Participate in the evaluation of the GIVE program at the local and state level
- Assist the program in developing, implementing, and progressing its sustainability plan
- Participate on the Advisory Team
- Participate in all Advisory Team meetings

AGREEMENT TERM:

Term. This Agreement shall be effective for the period commencing on November 1, 2021 and ending on April 30, 2023.

Term Extension. The Institution reserves the right to extend this Agreement for an additional period or periods of time representing increments of no more than one year and a total term of no more than five years, provided that the Institution notifies the Industry Partner, in writing, of its intention to do so at least 90 days prior to the Agreement expiration date. An extension of the term of this Agreement will be effected through an amendment to the Agreement. If any extension of the Agreement necessitates additional funding, the increase in the College's maximum liability will also be effected through an amendment to the Agreement.

FUNDING

Funding. The lead and fiscal agent will utilize GIVE grant funding as outlined in the GIVE grant proposal.

TERMS AND CONDITIONS:

Required Approvals. The Institution is not bound by this Agreement until it is approved by the appropriate officials in accordance with applicable Tennessee laws and regulations as shown on the signature page of this Agreement.

Modification and Amendment. This Agreement may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.

Termination. Either party may terminate this Agreement with or without cause for any reason. Either party shall provide the other at least ninety (90) days written notice before the effective termination date. Termination shall not be effective until the end of the academic year then in progress.

Nondiscrimination. All parties hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to

discrimination in the performance of this Agreement or in the employment practices of the Industry Partner on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law. The Industry Partner shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.6. State and Federal Compliance. All parties shall comply with all applicable State and Federal laws and regulations, including without limitation with the Family Educational Rights and Privacy Act (FERPA) and Institution policies and guidelines in the performance of this Contract. All parties agree that its officers, employees and agents will use personally identifiable information from an education record disclosed pursuant to this Agreement only for the purposes for which the disclosure was made and not for any other purpose. The personally identifiable information may not be disclosed or re-disclosed by either Party to any but the other Party without prior written consent of the student or as otherwise permitted by the Agreement.
- D.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
- D.8. Severability. If any terms or conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
- D.9. Communications and Contacts.

The Institution:

Dr. Laura Monks, President
Tennessee College of Applied Technology
1405 Madison Street, Shelbyville, TN 37160
(931)685-5013
(931)685-5016

Community Clinic of Shelbyville and Bedford County
Fredia Lusk, Executive Director
200 Dover St., Ste 202
Shelbyville, TN 37160
(931)684-6772

- D.10. Relationship of the Parties. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.
- D.11. Liability. Institution is a public institution of higher education and a member of the State University and Community College System of Tennessee governed by the Tennessee Board of Regents. As a state entity, its liability arising from performance under this agreement shall be subject to and limited to those rights and remedies, if any, available under T. C. A. §§ 9-8-101 through 9-8-407.

Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from action or omissions of itself or those for whom it is legally responsible, relating to or arising under this Agreement.

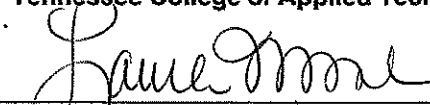
IN WITNESS WHEREOF:

Community Clinic of Shelbyville and Bedford County


Fredia Lusk, Executive Director

9/13/2021
Date

Tennessee College of Applied Technology Shelbyville:


Dr. Laura Monks, President

9/13/2021
Date

Tennessee Board of Regents:

Dr. Flora Tydings, Chancellor

Date

**Memorandum of Understanding
Between
Tennessee College of Applied Technology Shelbyville
and
Vanderbilt Bedford Hospital
for the
Governor's Investment in Vocational Education Grant 2.0**

This Agreement, by and between Tennessee College of Applied Technology Shelbyville hereinafter referred to as the "Institution or College" and **Vanderbilt Bedford Hospital**, hereinafter referred to as the "Industry Partner" is to establish an agreement between the above mentioned parties concerning their respective roles and responsibilities for implementation of a Governor's Investment in Vocational Education (GIVE) grant. This agreement is to establish and coordinate joint processes and procedures for the provision of the GIVE grant program for students, staff development, supervision, and program evaluation. The purpose of the MOU is for providing eligible high school students the opportunity to earn both college and high school graduation credits simultaneously upon successful completion of qualified course(s), provide opportunities for work-based learning experiences, provide teachers/administrator externships, and provide opportunities for attainment of nationally-recognized industry certifications as further defined in the "SCOPE OF SERVICES."

OVERVIEW

This agreement is intended to describe and detail how partners will contribute to the establishment and maintenance of the GIVE program, it is important that all partners to the MOU share a collective vision for the program and have a common understanding as to the scope and purpose of the program.

The description provided under this section will serve as a critical framework for the program as it makes decisions on the implementation of the GIVE grant project:

RESPONSIBILITIES OF THE PARTIES

The College:

- Serve as the fiscal and lead agent for the grant;
- Provide needed support including office space, telephone use, and computer use to carry out the administrative duties of the GIVE grant;
- Provide classroom space and other appropriate space to accommodate the GIVE program;
- Be responsible for purchasing necessary materials/supplies/equipment for designated components in accordance with the GIVE grant budget;
- Support staff in trainings and professional development opportunities in areas related to programming and issues;
- Complete paperwork related to any association with the program;
- Provide access to assessment and other available data for the purposes of program evaluation;
- Assist the program in developing, implementing, and making progress on its sustainability plan;
- Recruit and refer students to the GIVE program work;
- Participate on the Advisory Team

A.2. The Industry Partner shall:

- Offer students opportunities for work-based learning, job shadowing, and/or internships related to the GIVE grant project
- Offer faculty/administrators opportunities for externships related to the GIVE grant project
- Communicate and collaborate with all partners about rules, expectations, and norms
- Communicate and collaborate with school partners about curriculum and instruction
- Establish a collaborative relationship with partnering agencies
- Complete paperwork, as requested, related to and associated with the GIVE grant program
- Participate in the evaluation of the GIVE program at the local and state level
- Assist the program in developing, implementing, and progressing its sustainability plan
- Participate on the Advisory Team
- Participate in all Advisory Team meetings

AGREEMENT TERM:

Term. This Agreement shall be effective for the period commencing on November 1, 2021 and ending on April 30, 2023.

Term Extension. The Institution reserves the right to extend this Agreement for an additional period or periods of time representing increments of no more than one year and a total term of no more than five years, provided that the Institution notifies the Industry Partner, in writing, of its intention to do so at least 90 days prior to the Agreement expiration date. An extension of the term of this Agreement will be effected through an amendment to the Agreement. If any extension of the Agreement necessitates additional funding, the increase in the College's maximum liability will also be effected through an amendment to the Agreement.

FUNDING

Funding. The lead and fiscal agent will utilize GIVE grant funding as outlined in the GIVE grant proposal.

TERMS AND CONDITIONS:

Required Approvals. The Institution is not bound by this Agreement until it is approved by the appropriate officials in accordance with applicable Tennessee laws and regulations as shown on the signature page of this Agreement.

Modification and Amendment. This Agreement may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.

Termination. Either party may terminate this Agreement with or without cause for any reason. Either party shall provide the other at least ninety (90) days written notice before the effective termination date. Termination shall not be effective until the end of the academic year then in progress.

Nondiscrimination. All parties hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to

discrimination in the performance of this Agreement or in the employment practices of the Industry Partner on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law. The Industry Partner shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.6. State and Federal Compliance. All parties shall comply with all applicable State and Federal laws and regulations, including without limitation with the Family Educational Rights and Privacy Act (FERPA) and Institution policies and guidelines in the performance of this Contract. All parties agree that its officers, employees and agents will use personally identifiable information from an education record disclosed pursuant to this Agreement only for the purposes for which the disclosure was made and not for any other purpose. The personally identifiable information may not be disclosed or re-disclosed by either Party to any but the other Party without prior written consent of the student or as otherwise permitted by the Agreement.
- D.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
- D.8. Severability. If any terms or conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
- D.9. Communications and Contacts.

The Institution:

Dr. Laura Monks, President
Tennessee College of Applied Technology
1405 Madison Street, Shelbyville, TN 37160
(931)685-5013
(931)685-5016

Vanderbilt Bedford Hospital
Whitney Collier, Director of Marketing
2835 US 231
Shelbyville, TN 37160
(931)685-5433

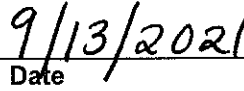
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Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from action or omissions of itself or those for whom it is legally responsible, relating to or arising under this Agreement.

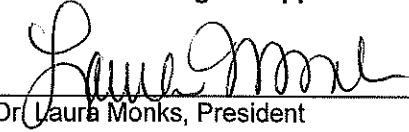
IN WITNESS WHEREOF:

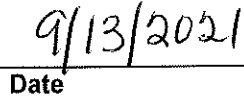
Vanderbilt Bedford Hospital


Whitney Collier, Director of Marketing


Date

Tennessee College of Applied Technology Shelbyville:


Dr. Laura Monks, President


Date

Tennessee Board of Regents:

Dr. Flora Tydings, Chancellor

Date

**TENNESSEE BOARD OF REGENTS
ARTICULATION / TRANSFER AGREEMENT**

Between

Motlow State

Community College

and

TCAT - Shelbyville

Contents

Articulation/Transfer Agreement

Attachment A, Program of Study

Articulation/Transfer Agreement

between
Motlow State
Community College and
TCAT - Shelbyville

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on January 29, 2020 by and between Motlow State Community College and TCAT - Shelbyville. The parties desire to enter into a contract pursuant to which students of TCAT - Shelbyville will be eligible for articulated course credits at Motlow State Community College, according to the terms contained in this Agreement.

ACCORDINGLY, in consideration of the promises and mutual covenants contained in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Description of Articulation Program.

- a. Definitions. Articulation criteria is defined in Attachment A.
- b. Purpose. The purpose of this Agreement is to facilitate the transfer of TCAT - Shelbyville students to Motlow State Community College; to provide specific advisement for TCAT - Shelbyville students who intend to transfer to Motlow State Community College; and, to encourage academic and administrative coordination between the institutions in the following program:

Attachment A, "Program of Study"
- c. Annual Review. This Agreement will be subject to annual review by representatives of each institution. Any recommendations for revisions will be made in writing and reviewed by each institution's respective Chief Academic Officer or their designees. The articulation requirements of this Agreement may only be amended in the form of an amendment signed by authorized representatives of the parties and the Tennessee Board of Regents.
- d. Program of study changes by either institution can be incorporated into this Agreement by written amendment, as agreed by both parties.
- e. Admission requirements. Students wishing to transfer credits to Motlow State Community College must meet the admissions requirements for Motlow State Community College, and the parties acknowledge and agree that Motlow State Community College reserves the right to reject any such student's admission to Motlow State Community College, in accordance with its standard policies and procedures. These students must also provide an official transcript of courses completed. If admitted, the students shall become subject to all Motlow State Community College policies, procedures and rules.

- f. Non-Exclusivity. This Agreement is not exclusive, and either party may enter into similar agreements with any other party.
- g. Promotion. Both parties agree to use commercially reasonable efforts to promote, publicize and advertise to its faculty, staff, alumni, students and potential students the opportunities contemplated by this Agreement.
- h. Liaisons. Each party shall designate a representative to serve as its liaison in all matters arising under this Agreement, and shall furnish in writing the name of each representative to the other party.

2. Term and Termination.

- a. Term. This Agreement will be effective from the date of final signature below, (the "Effective Date"), until terminated in writing sixty (60) days prior to the end of the next admissions application and review period by either party. It is agreed that if terminated, both institutions will honor the terms of the Agreement until the end of the next admissions application and review period of sixty (60) days.
- b. Post-Termination. Upon termination of this Agreement for any reason, TCAT - Shelbyville students previously accepted by or admitted to Motlow State Community College shall continue to receive the benefits contemplated by this Agreement until such time such students have completed their coursework or have otherwise withdrawn.

3. Miscellaneous.

- a. Non-Discrimination. Both parties shall abide by all applicable Federal and State law pertaining to discrimination and hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the performance of this Agreement or in the employment practices of both parties on the grounds of classifications protected by Federal or State law.
- b. Binding agreement. This Agreement shall not be binding upon the parties until it is approved by the president or designee and the Tennessee Board of Regents.
- c. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to its conflict of law's provisions.
- d. Notices. All notices or other written communications relating to termination, expiration, or any other legal matter relating to this Agreement will be effective when received and must be given in writing by courier or reputable overnight delivery service, or by certified mail, return receipt requested, to either party at the following address (or to such other address as such party may substitute, by providing a written notice.)

For Motlow State Community CollegeFor TCAT - Shelbyville

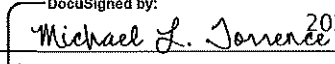
Address: P.O. Box 8500 Lynchburg, TN 37352-8500
 Attention: Dr. Michael Torrence

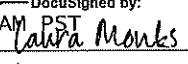
Address: 1405 Madison St., Shelbyville, TN 37160
 Attention: Laura Monks

- e. Waivers. The waiver by either party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstance.
- f. Complete Agreement; Integration. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the parties with respect to such subject matter.
- g. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single agreement. For the purpose of interpreting this Agreement, facsimile and PDF signatures shall be considered equivalent to original signatures.
- h. Independent Contractors. The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither party shall make any commitment, or give the impression that it has authority to make any commitment, on behalf of the other party.
- i. Confidentiality of Records. All educational records created, disclosed, or maintained pursuant to the terms of this Agreement are confidential and shall be created, disclosed, and maintained pursuant to the provisions of Family Educational Right to Privacy Act, also known as FERPA (20 U.S.C.A. s1232g) and its regulations.

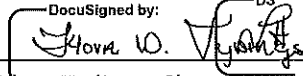
In witness whereof, the parties have by their duly authorized representatives set their signatures.

Motlow State Community College**TCAT - Shelbyville**

DocuSigned by:

 Title: CF16EC71E891469... Date: 2020-02-25 | 9:08 AM PST
 Michael L Torrence,
 President

DocuSigned by:

 Title: EF260173740940E... Date: 2020-02-25 | 9:24 AM PST
 Laura Monks,
 President

Approved: Tennessee Board of Regents

DocuSigned by:

 Title: CF16EC71E891469... Date: 2020-02-27 | 7:38 AM PST
 Flora Lyons, Chancellor
 Tennessee Board of Regents

DocuSigned by:

 Title: EF260173740940E... Date: 2020-02-27 | 7:38 AM PST
 Jay Turney, Contracts Officer, MSCC

Articulation Agreement

Motlow State Community College LPN – RN Program and the Tennessee College of Applied Technology (TCAT) – LPN Certificate

TCAT Course	Course Hours Earned	Motlow Course Title	Equated Hours Awarded
LPN 1020 Fundamentals	160	NRSB 1710*Fundamentals of Nursing	7
LPN 1050 Clinical I	36	NRSB 1710* Fundamentals of Nursing	
LPN 1030 Administration of Medications and Basic IV Therapy	60	NRSB 1710* Fundamentals of Nursing and	
LPN 2020 Mental Health	60	NRSB 1340 Mental Health Nursing	1.25/0.75
LPN 2030 Medical & Surgical Nursing I	60	NRSB 1720 Medical-Surgical Nursing	1
		Total credits	10

Upon completion of 1700 Transition to Professional Nursing, LPN-RN students receive PLA of 7 equated hours for NRSB 1710 verified by RN Fundamental HESI score of 850 or greater and 3 equated hours are granted based upon licensure.

Pre-requisites to the admission to the LPN-RN Transition Program

ENGLISH 1010 English Composition I	3 equated hours	Grade of A or B provides 25 bonus points towards admission
MATH 1530 Introductory Statistics	3 equated hours	Grade of A or B provides 25 bonus points towards admission
PSYC 1030 Introduction to Psychology	3 equated hours	
BIOL 2010 Anatomy & Physiology I	4 equated hours	Grade of A or B provides 25 bonus points towards admission; five year currency requirement;
BIOL 2020 Anatomy & Physiology II	4 equated hours	Five year currency requirement
		Total: 17 hours

Upon Admission to the LPN-RN Transition Program, students complete the following courses:

Summer Semester	NRSB 1700 Transition to Professional Nursing	7 equated hours (5/2)
		Total: 7 credit hours

Fall Semester	NRSB 2730 Medical Surgical Nursing II	7 equated hours (5/2)
	NRSB 1330 Pediatric Nursing	3 equated hours (2/1)
	BIOL 2230 Microbiology	4 equated hours (3/1)
	Guided Elective – ENGL 1020, COMM 2025, or PSYC 2130	3 equated hours
		Total: 17 credit hours
Spring Semester	NRSB 2740 Medical Surgical Nursing III	7 equated hours (5/2)
	NRSB 2240 Professional Practice in Nursing	2 equated hours
	NRSB 1320 Women's Health and Childbearing Family	3 equated hours (2/1)
	Humanity Elective	3 equated hours
		Total: 15 credit hours
		Program Total: 56 Credit hours + 10 hours PLA = 66 Credit Hours

MEMORANDUM OF UNDERSTANDING
BETWEEN
EAST TENNESSEE STATE UNIVERSITY ON BEHALF OF ITS COLLEGE OF NURSING
AND
TENNESSEE COLLEGE of APPLIED TECHNOLOGY SHELBYVILLE--Franklin County
Campus

RECITALS

Whereas, East Tennessee State University (ETSU) on behalf of its College of Nursing (College) and Tennessee College of Applied Technology Shelbyville- Franklin County Campus (TCATS) are cognizant of the acute nursing shortage in the Shelbyville- Franklin County region and recognize the critical need for educated nursing personnel to sustain the delivery of quality health care to the residents of this region;

Whereas, there are few programs in existence in Tennessee that provide a bridge in education from LPN to BSN;

Whereas, TCATS is a public Tennessee education institution providing education services to Bedford County and the region, and has a critical need for well-educated nursing professionals to provide healthcare services at all hospitals in the region;

Whereas, ETSU, College, and TCATS have identified the need for more well-educated nursing professionals in Bedford County and the surrounding region, and believe through their combined efforts they can help meet that need;

Whereas, this MOU is intended to provide advanced education resulting in a bachelor's degree in nursing and upon completion of the BSN degree, students will qualify to take the licensing exam to obtain license as a registered professional nurse;

Whereas, the parties desire to enter into the Memorandum of Understanding ("MOU") to set forth their understanding with respect to expanding the ETSU Accelerated LPN-BSN Program at TCATS through funding contributions by TCATS; and

Whereas, this agreement is effective between May 1, 2020 through September 1, 2021 and the first cohort will begin in Summer 2020.

NOW, THEREFORE, the parties hereto agree as follows:

TERMS OF AGREEMENT

1. Commitment of the College

A. College Program

- i. College's existing Accelerated LPN-BSN Program is located at Tennessee College of Applied Technology Shelbyville- Franklin County Campus at 925 Dinah Shore Blvd. Winchester, TN 39398. The program consists of four semesters of both didactic and clinical instruction and accepts eligible students during the fall,

- spring, and summer semesters (see Appendix A, Curriculum Outline). College will expand its existing program according to the terms of this MOU for the Term of this MOU and subsequent extensions hereof.
- ii. College will provide the faculty for the clinical and didactic instruction in the Program but may negotiate with TCATS to also teach some of the didactic instruction. If this is the case, then the TCATS staff will enter into a joint appointment whereas College will pay for the time devoted to the Program. Didactic courses will be either online or by ITV (synchronous video-conferencing from the ETSU campus) and TCATS will provide space for such instruction.
 - iii. College will be responsible for admissions and all student support services related to students enrolled in the Program. TCATS and College will work collaboratively to identify factors and areas of emphasis for each enrolling cohort of students, provided, however, College shall have sole responsibility for determining admissions criteria and the selection of students. College will be responsible for the delivery of the courses in the Program, except as otherwise set forth herein, and will be responsible for obtaining and maintaining any required accreditation of the Program. Students will be responsible to College for tuition and related fees.
 - iv. Except as otherwise indicated in this MOU, expenses related to the Program are the sole responsibility of the College.
 - v. TCATS will provide one classroom for the days and times needed for this program. College will maintain clean classrooms.
 - vi. The rental rate for the classroom will be free to ETSU in order for the students to participate in the program.

B. Program Expansion

- i. During the initial Term of this MOU (defined hereinafter), College will admit qualified applicants based on acceptance criteria and ranking score and room capacity in fall, summer, and spring semesters, beginning summer 2019.
- ii. The parties anticipate continuing the Program beyond the Term and expect to enter into a new MOU of agreement at the expiration of this MOU.

C. Program Faculty

- i. College will provide faculty for all didactic training and instruction, but may negotiate with TCATS to teach some of the didactic courses. ii. College will assign a liaison for each TCAT site.
- iii. ETSU and College are, and will hereafter remain, solely responsible for employing their own faculty members for didactic training and instruction, and

nothing contained herein is intended to, or shall create, an employer/employee relationship between TCATS and ETSU/College faculty members.

- iv. ETSU and College are and will remain solely responsible for complying with all federal, state, and local laws governing employment of such faculty members, including, but not limited to, all laws concerning payment of, and withholding from, wages, payment of all applicable employment taxes, the provision of benefits (including health and retirement benefits), compliance with applicable fair employment laws, worker's compensation, and unemployment compensation.

2. Commitment of TCATS

A. Facilities and Staff

- i. TCATS is and will remain solely responsible for complying with all federal, state, and local laws governing employment of such faculty members, including, but not limited to, all laws concerning payment of, and withholding from, wages, payment of all applicable employment taxes, the provision of benefits (including health and retirement benefits), compliance with applicable fair employment laws, worker's compensation, and unemployment compensation.

3. Space, Facilities, and Services

- i. TCATS supports the use of its clinical facilities to provide nursing education. TCATS will provide the necessary level of organizational commitment, facilities, personnel, equipment, and financial support for the successful development and implementation of the Program. TCATS and the College will work collaboratively to monitor the learning environment and to ensure that an appropriate learning environment is established for such education.
- ii. As needed, TCATS may provide additional rooms, if available, for student orientation and other ad hoc meetings but only if not in use.
- iii. Maintenance of the provided classroom(s), equipment and supplies, including janitorial services, shall be the sole responsibility of TCATS. Notwithstanding the foregoing, College and its students will use reasonable care in the use of same.
- iv. All equipment and supplies will remain at TCATS's facilities, and upon the expiration or termination of this MOU, all such equipment and supplies in possession of College will be returned to TCATS.

4. Term of MOU

This MOU shall be in effect from the date of execution to the end of the Term. The Initial Term shall be the date of execution through December 31, 2021, enabling the first three cohorts to complete the Program's four academic semesters. Unless terminated by either party no less than sixty (60) days prior to the end of the Initial Term, this MOU shall automatically renew for one (1) extension ending December 31, 2022, enabling three

additional three cohorts. The Initial Term and the subsequent extension, if any, shall be the "Term." At the conclusion of the Term, College will not admit additional applicants into the expanded Program unless the parties hereto have entered into a new memorandum of understanding to continue the expanded Program. Should the MOU expire or be terminated by either party while students remain enrolled in the expanded Program, the parties will develop and implement a "teach out" plan to ensure that students will be able to complete their course of study.

5. Miscellaneous

- A. Nothing herein, nor the acts of the parties hereunder or in connection herewith, shall be construed to create a partnership or joint venture between ETSU, College, and TCATS. Each of the parties may refer to the relationship in promotional materials related to the respective institutions.
- B. Each of the parties shall designate an individual who shall be the principal liaison for the respective party with regard to this relationship.
- C. Nothing in this MOU shall entitle any person or entity (other than the parties) to use or rely upon any representation, acknowledgement, or agreement contained in this MOU to assert or base any claim, cause or action, remedy or right of any kind under this MOU or any representation, acknowledgment, or, agreement contained herein.
- D. All notices and other communications given hereunder will be in writing. Notices will be effective when delivered, if delivered personally. Otherwise, they will be effective when sent to the parties at the addresses or numbers listed below, as follows; (i) on the business day delivered (or the next business day following delivery if not delivered on a business day) if personally delivered or sent by overnight delivery courier, (ii) the next business day after transmission by facsimile or electronic means, or (iii) three business days after mailing if mailed by registered or certified U.S. mail, postage prepaid and return receipt requested.

If to TCATS, to:

Laura Monks, President
Tennessee College of Applied Technology
Shelbyville
925 Dinah Shore Blvd.
Winchester, Tennessee 39398

If to ETSU or College, to:

Dean of Nursing
ETSU College of Nursing
365 Stout Drive, PO Box 70617
Johnson City, TN 37614-6502

- E. The MOU shall be governed by and construed in accordance with the laws of the state of Tennessee.

- F. TCATS understands that ETSU and College must comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, Executive Order 11, 246, and the related regulations to each provided that this acknowledgment does not impose any affirmative obligations on TCATS except as otherwise required by law. Each party assures the other that it will not discriminate against any individual including, but not limited to, employees of ETSU or applicants for employment with ETSU and/or students, because of race, religion, creed, color, sex, age, handicap, veteran status, or national origin.
- G. This MOU contains the entire understanding of the parties hereto with respect to the subject matter contained herein and supersedes and cancels all prior agreements, negotiations, correspondence, undertakings and communications of the parties, oral or written, with respect to such subject matter.

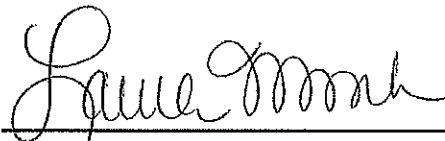
The foregoing provisions in this Memorandum of Understanding have been mutually agreed upon by all parties concerned as evidenced by the signatories affixed hereto.

EAST TENNESSEE STATE UNIVERSITY
ON BEHALF OF ITS COLLEGE OF NURSING

ETSU Representative

Date

TENNESSEE COLLEGE OF APPLIED TECHNOLOGY
SHELBYVILLE- FRANKLIN COUNTY CAMPUS



President

1/9/2020

Date



**TENNESSEE COLLEGE
OF APPLIED TECHNOLOGY**
SHELBYVILLE

Tennessee College of Applied Technology - Shelbyville

1405 Madison Street

Shelbyville, TN 37160

(931) 685-5013 phone

(931) 685-5016 fax

www.tcatshelbyville.edu

Full-Time Industrial Maintenance Automation/Fayetteville - Days Estimated Student Expense		
Total Estimated Program Expense		
Tuition, Technology Access Fees and Student Activity Fees (\$1312 x 5 trimesters) and ACT Workkeys Fees		\$6605.00
Estimated Book & Supplies Expense		\$1,356.91
Total Estimated Program Expense		\$7961.91
First Trimester Expense		
Tuition, Technology Access Fee and Student Activity Fee		\$1312.00
*ACT Workkeys Fees Required 1 st Day		\$45.00
Books and Supplies Required 1st Day Notated by *	ISBN	Estimated Cost
*Ugly's Electrical Reference, 2017 Edition	9781284119367	\$27.50
*Scientific Calculator (TI/30 XIIS)		\$20.00
*Jump Drive (minimum 8 gb)		\$12.00
*Tooling U Program Course Subscription		\$585.00
*Precision Flat Screwdriver 5/32		\$6.00
*6" Solid/Stranded Wire Stripper		\$27.60
Safety Glasses (clear)		\$6.00
*Multimeter		\$210.00
*10 in 1 Multi-bit Screwdriver		\$28.81
Total Estimated Cost for Books and Supplies		\$922.91
Second Trimester Expense		
Tuition, Technology Access Fee and Student Activity Fee		\$1312.00
Books		
NEC Codebook 2017 with Tabs	9781455912841	\$212.00
Total Estimated Cost for Books		\$212.00
Third Trimester Expense		
Tuition, Technology Access Fee and Student Activity Fee		\$1312.00
Fourth Trimester Expense		
Tuition, Technology Access Fee and Student Activity Fee		\$1312.00
Supplies		Estimated Cost
Safety glasses - (tinted - shade 3)		\$15.00
Welding Helmet		\$100.00
Welding Gloves		\$17.00
Welding Jacket (price listed is for basic canvas jacket)		\$60.00
Wire Welding Brush		\$10.00
Pliers (Regular Slip Joint)		\$20.00
Total Estimated Cost for Supplies		\$222.00
Fifth Trimester Expense		
Tuition, Technology Access Fee and Student Activity Fee		\$1312.00

APPENDIX B.

GRANT BUDGET				
GIVE Program Competitive Grant				
The grant budget line-item amounts below shall be applicable only to expenses incurred during the following				
Applicable Period: BEGIN: 11/15/21 END: 5/15/24				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	9,000	0.00	9,000
4, 15	Professional Fee, Grant & Award ²	8,250	0.00	8,250
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	231,391	0.00	231,391
22	Indirect Cost	12,000	0.00	12,000
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	260,641	0.00	260,641